

AG Contract No. KR98-2601TRN
ADOT ECS File No. JPA 98-203
Project: I-10/Santan TI
Section: West Half
TRACS No. H 5087 01

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

83710

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, ARIZONA (the "City") (collectively, the "Parties").

I. DEFINITIONS

"Accelerated Construction Schedule" means the construction of the Project shall begin in or around January, 2001 and that the Project should be open to vehicular traffic on or before May 31, 2002.

"Accelerated Design Schedule" means the design of the Project, which began before September 30, 1999, and will be completed in or around September, 2000.

"Accelerated Project Schedules" means, collectively, the Accelerated Design Schedule, the Accelerated Right of Way Acquisition Schedule and the Accelerated Construction Schedule as described in detail in Exhibit "1" attached and incorporated by this reference.

"Accelerated Right of Way Acquisition Schedule" means the right of way acquisition for the Project which will be completed in or around October, 2000.

"Agreement" means this Intergovernmental Agreement for the Project, as the same may be amended or supplemented from time to time.

"Business Day" means any day on which City Hall and State offices are open for business.

"City" means the City of Phoenix, Arizona.

NO 23885
Filed with the Secretary of State
Date Filed: 03/15/2000

Betsy Bayless
Secretary of State

By Dicky V. Greenwood

“City Accelerated Construction Amount” means an aggregate amount of \$1,100,000 to be provided by the City to the State to pay a portion of the Project construction costs to accelerate the Project.

“City Accounts” means, collectively, the City Construction Advance Account and the City Design Account.

“City Advances” means, collectively, the City Construction Advance and the City Design Advance.

“City Construction Advance” means the aggregate amount equal to 5.7% of the final Construction Portion of the Project, but in no event will it exceed \$2,280,000 without the prior written approval from the City, to be advanced by the City to the State to pay the City’s share of the Construction Portion of the Project in accordance with this Agreement.

“City Construction Advance Account” means the account containing the City Construction Advance.

“City Design Advance” means the aggregate amount equal to \$1,440,000 to be advanced by the City to the State and deposited in the City Design Account to pay for the design costs of the Project, which aggregate amount includes the \$800,000 previously paid by the City in or about September, 1999.

“City Design Account” means the account established by the State with the Arizona State Treasurer’s Local Government Investment Pool and containing the City Design Advance.

“City Project Excess Cost Cap” means an amount not to exceed \$5,000,000 which represents the maximum amount the City is responsible to pay for the Project Costs in excess of \$65,000,000 which is the MAG Financial Cap.

“Construction Portion” means that portion of Project Costs representing construction costs for the Project, not to exceed \$40,000,000 as described in this Agreement.

“Construction Portion Loan” means all draws made from the GAN Proceeds Account for the State’s share of the Construction Portion of the Project.

“Department” means the Arizona Department of Transportation.

“Design Consultant” means Daniel, Mann, Johnson & Mendenhall.

“Design and Right of Way Portion” means that portion of the Project representing design and right of way acquisition costs for the Project, not to exceed \$20,000,000 as described in this Agreement.

“Design and Right of Way Portion Loan” means all draws made from the GAN Proceeds Account for the Design and Right of Way Portion costs of the Project.

“Final Construction Plans” means the approved 100% plans submitted by the Design Consultant.

“95% Construction Cost Estimate” means an estimate of the total Project construction costs based upon Project plans that are 95% complete.

“GAN” means the Grant Anticipation Notes issued by the State Transportation Board pursuant to Arizona Revised Statutes, Title 28, Chapter 21, Article 3, for the purpose of paying for or reimbursing the design, right of way acquisition and construction of the Project.

“GAN Proceeds Account” means the account established in the financing documents for the GAN containing proceeds derived from the issuance of the GAN and other amounts, to be used to pay construction costs of the Project.

“Grant Agreement” means the written agreement between the Department and the United States of America or any of its departments or agencies by which the Department will receive grants to construct the Project or reimburse the Department for monies spent with respect to the Project.

“GAN Issuance Costs” means those reasonable legal and financial costs and expenses incurred to issue and administer the GAN.

“Life Cycle Program” means the Maricopa Association of Government’s Area Life Cycle Construction Program in effect at the time of the applicable event or action or for the period indicated.

“MAG Agreement” means the Agreement Related to the Financing of West Half of the Interstate 101SR202L Interchange (Pecos Connection) by and among the State, the Transportation Board and the Maricopa Association of Governments.

“MAG Financial Cap” means an amount approved by the MAG Regional Council at the Council’s meeting on February 24, 1999, for the advancement of the Project and equaling \$65,000,000.

“Parties” means the State and the City collectively.

“Party” means the State or the City as the case may be.

“Plans” means plans for the Project titled Interstate 10 – State Route 202L, System TI, Phase I (Pecos Road Connector) Stage IV Design Submittal, produced by Design Consultant.

“Project” means the design, right of way acquisition and construction of two ramps, southbound to westbound and eastbound to northbound connecting Interstate 10 to Pecos Road, the extension of Pecos Road from approximately 38th Street eastward to the westerly end of the ramps, a portion of 40th Street from the new Pecos Road northward approximately 1,200 feet and a portion of 48th Street approximately 1,350 feet in length, including a structure carrying 48th Street over the two ramps, more specifically shown in the Plans as depicted in Exhibit “2” attached and incorporated by this reference.

“Project Cost” means the total aggregate amount of the Design and Right of Way Costs and the Construction Costs.

“Project Programmed Funds” means the funds approved by the Maricopa Association of Governments in the Life Cycle Program designated for the Project.

“RARF Fund” means the Maricopa Regional Area Road Fund created pursuant to the provisions of Title 28, Chapter 17, Article 1 of the Arizona Revised States as amended.

“State” means the State of Arizona acting by and through the Department.

“State’s Fiscal Year” means the fiscal year which begins on July 1st and ends on June 30th of the following year.

“State Standards” means, unless otherwise agreed to by the parties to this Agreement, Department guidelines, specifications, rules and regulations as of the date of this Agreement for the design and construction of ramps, highways, landscaping, fencing and enclosure structures, drainage and flow structures and other related highway structures.

“Transportation Board” means the Transportation Board of the State organized pursuant to Arizona Revised Statutes, Sections 28-301 and following.

II. RECITALS

1. The State is empowered by Arizona Revised Statutes Sections 28-401 and 28-7677 to enter into this Agreement and has by resolution (attached hereto and made a part hereof) resolved to enter into this Agreement and the undersigned has the authority to execute this Agreement on behalf of the State.
2. The City is authorized by Chapter II, Section 2(i) of the Phoenix City Charter to enter into this Agreement, and has by ordinance (attached hereto and made a part hereof) authorized the undersigned to execute this Agreement on behalf of the City.

3. Under the current FY2000-2007 Life Cycle Program, the Project is scheduled to be completed in or about December, 2004.
4. The City desires the design, right-of-way acquisition and construction of the Project to be completed such that the construction of the Project shall begin in or around January 2001 and that the Project is open to vehicular traffic on or before May 31, 2002.
5. The Transportation Board has authority pursuant to Title 28, Chapter 21, Article 3 of the Arizona Revised Statutes to issue a GAN to accelerate the Project, and the City has requested that the Transportation Board issue a GAN for the purposes of paying and reimbursing the major portion of the design, right-of-way acquisition and construction costs for the Project.
6. To accelerate the design, right-of-way acquisition and construction of the Project in accordance with the Accelerated Project Schedules, the City has agreed to provide the City Advances, the GAN Issuance Costs, the City Accelerated Construction Costs and a portion of the interest on the GAN, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the conditions expressed herein, it is agreed as follows:

III. SCOPE OF WORK

1. The State will:
 - a) Use its best efforts to complete the design of the Project in accordance with the Accelerated Design Schedule and provide the City with copies of the Project Plans at 60%, 95% and 100% completion for review and comment by the City.
 - b) Use its best efforts to provide to State Standards, the design plans, specifications and such other documents and services necessary for the bidding of the construction phase of the Project, on or before September 15, 2000. Project features requested by the City in excess of State Standards will be added to the Project only upon the City's prior written agreement to pay any additional design and construction costs incurred by the State as a direct result of the City requested features and approval by the State.
 - c) Use its best efforts to open bids for the construction of the Project on or before October 31, 2000. Recommend to the Transportation Board that it award one or more construction contracts for the Project. Administer the construction of the Project and make all payments to the contractors.

- d) Use its best efforts to issue to the contractor a notice to proceed within 5 days of award of the construction contract by the Transportation Board but no later than November, 2000.
- e) Use its best efforts to acquire all rights of way, rights of entry, rights of possession and easements necessary for the Project in accordance with the Accelerated Right of Way Acquisition Schedule; provided that in the event the GAN is not issued as provided herein; the Right of Way acquisition portion of the Project will be completed in accordance with the FY 2000-2007 Life Cycle Program and the State shall refund the City Advances as set forth in Section (III)(1)(k).
- f) Provide the City with a 95% Construction Cost Estimate.
- g) Use its best efforts to cause the Project to be open to vehicular traffic on or before May 31, 2002.
- h) Provide the City with a monthly report reflecting all withdrawals and interest earned on the City Accounts and GAN Proceeds Account.
- i) Use its best efforts to cause the Transportation Board to issue the GAN in an amount of \$50,000,000.00 for the purpose of paying the design, right-of-way acquisition and construction costs of the Project and repaying the City Design Advance.
- j) Resume the design, right-of-way acquisition and construction of the Project as provided under the FY 2000-2007 Life Cycle Program, and repay the City as provided in Section III(1)(k), should the Transportation Board not issue the GAN on or before July 14, 2000.
- k) If the GAN is not issued on or before July 14, 2000, or the State modifies the Accelerated Project Schedules without the prior written consent of the City, or the State fails to perform its obligations hereunder, or this Agreement is terminated, or the MAG Agreement and the Grant Agreement have not been fully executed by all parties on or before May 15, 2000, the State must fully repay the City Advances and any accrued interest on the City Accounts at the earliest to occur of: (i) the issuance of the GAN; or (ii) the date the funding becomes available under the Life Cycle Program; or (iii) August 29, 2004; or (iv) upon termination of this Agreement.
- l) Assume all operation and maintenance of the portion of the Project located east of Station 1959+50 as shown on the Plans (approximately 4,000 feet east of the centerline of 40th Street) including the structure carrying 48th Street over the two ramps.

- m) Utilize monies in the Project Programmed Funds to first pay for Project Costs in excess of the GAN Proceeds Account, not to exceed the MAG Financial Cap.
- n) Be responsible for interest on the GAN in excess of the interest paid by the City pursuant to Section IV (1)(b).
- o) Within sixty (60) calendar days of the effective date of this Agreement, provide the City with an estimate and detailed description of the GAN Issuance Costs for the City's written approval.

2. The City will:

- a) Use its best efforts to review and provide comments on the Project Plans at 60% and 95% completion within 21 business days of City's receipt of the Plans from the State.
- b) Have the right to review and reject the 95% Construction Cost Estimate within five (5) business days of the City's receipt of such estimate if such 95% Construction Cost Estimate plus 14 percent (contingency and construction engineering) is more than \$40,000,000. If the City rejects the 95% Construction Cost Estimate, the Transportation Board will not issue the GAN. Under such circumstance, the construction of the Project will be completed in accordance with FY 2000-2007 Life Cycle Program.
- c) Provide to the State the City Accelerated Construction Amount, the City Construction Advance, the City Design Advance and the GAN Issuance Costs in accordance with Section IV.
- d) Be responsible for interest costs as described in Section IV(1).
- e) Conditioned upon the State's issuance of the GAN and the State's compliance with the terms and conditions of this Agreement, be responsible solely for the City Advances, the City Accelerated Construction Amount, GAN Issuance Costs, and to the extent the monies are needed, the City Project Excess Cost Cap.
- f) Be responsible for non-recoverable expenses of the State due to accelerating the Project only if: (i) the City rejects the 95% Construction Cost Estimate; (ii) or if the City terminates this Agreement without cause prior to issuance of the GAN.
- g) Assume operation and maintenance of the portion of the Project located west of Station 1959+50 as shown on the Plans (approximately 4,000 feet east of the centerline of 40th Street), and the portion of 40th Street and 48th Street included in the Project, except for the structure carrying 48th Street over the two ramps.

- h) Be responsible for Project Costs in excess of the MAG Financial Cap not to exceed the City Project Excess Cost Cap.

IV. PROJECT FINANCING

1. GAN Issuance

- a) The State agrees to use its best efforts to cause the Transportation Board to issue the GAN in an aggregate principal amount not less than \$50,000,000 and sufficient to provide funds for the Construction Portion and the Design and Right of Way Portion of the Project; provided that the Transportation Board will not issue the GAN without the prior execution of the MAG Agreement and the Grant Agreement. The proceeds from the issuance of the GAN will be used in the following priority (i) first, to reimburse the City for the City Design Advance and accrued interest on the City Design Advance as provided in Section IV(2)(b) hereof and (ii) second, to pay any remaining Project design, right of way acquisition and construction costs.
- b) The City agrees to pay interest to the State as follows:
 - i) interest calculated on the outstanding amount of the Design and Right of Way Portion Loan accruing from the day the GAN proceeds are actually used to pay the Design and Right of Way Portion until the GAN is paid in full with Project Programmed Funds. The interest rate on such calculation is equal to one percent (1%) per annum, computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days. The State shall submit an invoice to the City thirty (30) calendar days prior to the interest due date to GAN bond holders for such interest and such interest payment is due to the State ten (10) calendar days prior to the interest due date to GAN bond holders.
 - ii) interest calculated on the outstanding amount of the Construction Portion Loan accruing from the day the GAN proceeds are actually used to pay the Construction Portion until the GAN is paid in full with Project Programmed Funds. The interest rate on such calculation is equal to the interest rate on the GAN less one-half the construction discount rate determined pursuant to the Life Cycle Certification, January, 1999 (which rate is 1.825%) per annum, computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days. The State shall submit an invoice to the City for such interest thirty (30) calendar days prior to the interest due date to GAN bond holders and such interest payment is due to the State ten (10) calendar days prior to the interest due date to the GAN bond holders.

- iii) Solely if this Agreement is terminated by the City without cause and subsequent to issuance of the GAN, the obligations of the City to pay interest as provided in Sections IV(b)(i) and (ii) shall survive the City's termination of this Agreement. If this Agreement is terminated at any time by the State, any obligations of the City to pay interest as provided in Sections IV(b)(i) and (ii) shall be deemed fully satisfied and the State shall refund all City monies pursuant to Section III(1)(k).
- c) Interest on the GAN Proceeds Account shall accrue and shall be paid in accord with the resolution passed by the Transportation Board.

2. City Design Advance

- a) The City has previously provided a portion of the City Design Advance to the State equal to \$800,000. The State deposited such monies in the City Design Account. Conditioned upon the State's compliance with the terms and conditions of this Agreement, the City agrees to provide the remainder of the City Design Advance (\$640,000) to the State for deposit into the City Design Account within ten (10) business days after receipt of a request from the State. The State agrees that the principal amount of the City Design Advance will be used solely to pay the design costs of the Project in accordance with the Accelerated Design Schedule.
- b) The State will reimburse the City for the City Design Advance and release amounts remaining in the City Design Advance Account upon the earliest to occur of: (i) the issuance of the GAN; (ii) the date the Project Programmed Funds for design become available under the FY 2000-2007 Life Cycle Program (which is expected to be July 1, 2001); or (iii) August 29, 2004; or (iv) upon the termination of this Agreement.
- c) The State will pay the City interest on the total City Design Advance from the date of each deposit of the City Design Advance until all amounts in the City Design Advance Account have been returned to the City. Such interest will be paid to the City at the same time the City Design Advance is repaid to the City. Interest on the City Design Advance will be calculated at the [MAG policy rate].
- d) All interest earnings and investment income on City Design Advance monies in the City Design Account shall be owned by the City. The State shall return all such monies to the City when and as directed by the City. Authorized representatives of the State will be the sole signatories on the City Design Account

3. City Construction Advance

- a) The State and the City agree that the City Construction Advance constitutes the local matching funds for federal aid on the Project in the amount of 5.7% of the

Construction Portion costs of Project, but in no event shall the City Construction Advance exceed \$2,280,000 without the prior written approval of the City. The State agrees that it will first exhaust all and any GAN proceeds and accrued interest to pay costs of Project construction before any of the City Construction Advance will be used by the State to pay the costs of construction of the Project. The State will submit an invoice to the City thirty (30) calendar days prior to any use of the City Construction Advance by the State for payment of such Project costs.

- b) The State will reimburse the City for the City Construction Advance upon the earliest to occur of the following: (i) the date that Project Programmed Funds become available under the Life Cycle Program (which is expected to be October, 2003); or (ii) December 31, 2004; or (iii) upon the termination of this Agreement.
 - c) The State will pay the City interest on the total City Construction Advance from the date of the deposit of the City Construction Advance until the City Construction Advance has been returned to the City. Such interest will be paid to the City at the same time the City Construction Advance is repaid to the City. Interest on the City Construction Advance will be calculated at the [MAG policy rate].
 - d) All interest earnings and investment income on the City Construction Advance in the City Construction Advance Account shall be owned by the City and shall be returned to the City when and as directed by the City. Authorized representatives of the State will be the sole signatories on the City Construction Advance Account.
4. City Accelerated Construction Amount
- a) Conditioned upon the State's compliance with the terms and conditions of this Agreement, the City agrees to provide the City Accelerated Construction Amount to the State for deposit into the City Construction Advance Account on the issuance date of the GAN. The State agrees that the City Accelerated Construction Amount will be used by the State solely to pay the cost of construction of the Project on a schedule in accordance with the Accelerated Construction Schedule.
 - b) All interest earnings and investment income on the City Accelerated Construction Amount will be owned by the City and shall be returned to the City when and as directed by the City.

V. MISCELLANEOUS PROVISIONS

1. +This Agreement shall remain in force and effect until whichever of the following is the first to occur: (i) the Project is open to vehicular traffic and final inspection and completion of final punch list items for the construction of the Project and the satisfaction

of each party's respective duties hereunder are achieved; or (ii) ten (10) years from the effective date of this Agreement. Either party may terminate this Agreement at any time prior to the issuance of the GAN upon thirty (30) days written notice to the other party.

2. This Agreement shall become effective upon filing with the Secretary of State.
3. This Agreement may be amended only by written consent of the Parties hereto.
4. This Agreement may be canceled in accordance with Arizona Revised Statutes, Section 38-511.
5. The provisions of Arizona Revised Statutes, Section 35-214 are applicable to both Parties under this Agreement. The City shall have like rights regarding State and contractor records pertaining to this Agreement and the Project.
6. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes, Section 12-1518.
7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person, sent by facsimile transmission or deposited in the United States mail, postage prepaid addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
Fax: (602) 712-7424

City of Phoenix
Street Transportation Director
200 West Washington Street, 5th Floor
Phoenix, AZ 85003-1611
Fax: (602) 495-2016

Notice shall be deemed received at the time it is actually received. Either party may change its mailing address, fax number or the person to receive notice by notifying the other party as provided in this Section.

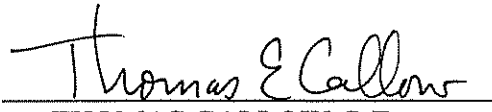
8. This Agreement together with the exhibits attached represent the entire agreement between the parties and supercedes or replaces all prior letters, correspondence, communication, negotiations, agreements or proposed agreements written or oral. All waivers of the provisions of this Agreement must be in writing and signed by the

appropriate authorities of the Parties, and all amendments hereto must be in writing and signed by appropriate authorities hereto.

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel pursuant to Arizona Revised Statutes, Section 11-952D that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.
10. Except as otherwise provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of such rights or remedies, or deprive any such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
11. For the purpose of any of the provision of this Agreement, neither the State nor the City, as the case may be, shall be considered in breach of or in default of its obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, fire, floods, epidemics, strikes, lock-outs, freight embargoes and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of the State's and the City's obligations, as the case may be, shall be extended for the period of the enforced delay, provided that the Party seeking the benefit of this provisions shall have notified the other Party thereof in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay. If notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after commencement of the cause, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.
12. The City's obligations hereunder do not and shall not constitute an indebtedness or pledge of the general credit of the City within the meaning of any constitutional, charter or statutory provision relating to the incurring of indebtedness nor a pledge of the full faith and credit of the City. The City's obligations hereunder are enforceable exclusively from taxes, fees, charges, and other monies collected by the State and returned to the City for street and highway purpose pursuant to Title 28, Chapter 8, Article 2 of the Arizona Revised Statutes and are subordinate to any bonds issued under Title 48, Chapter 4, Article 5 of the Arizona Revised Statutes. The State shall not have the right to compel the exercise of any taxing power of the City to pay any amounts owed hereunder. Notwithstanding the foregoing, the City may, but shall not be required, to use any other lawfully available funds to satisfy its obligations.

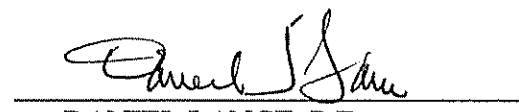
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City
Manager


THOMAS CALLOW, P.E.
Interim Director
Street Transportation Department

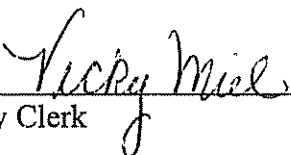
Date: 3.13.00

STATE OF ARIZONA
Department of Transportation


DANIEL LANCE, P.E.
Deputy State Engineer

Date: 3.13.00

ATTEST

By 
City Clerk

DLB\mt\97679v6

2000 MAR 14 AM 9:24
CITY CLERK DEPT.

JPA 98-203

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 15 day of MARCH, 2000

K. T. R. [Signature]

ACTING
DLB City Attorney

RESOLUTION NO. 19109

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE STATE
OF ARIZONA THROUGH THE ARIZONA
DEPARTMENT OF TRANSPORTATION TO ADVANCE
FUNDS FOR THE DESIGN AND CONSTRUCTION OF A
ROADWAY TO CONNECT PECOS ROAD AND
INTERSTATE TEN.

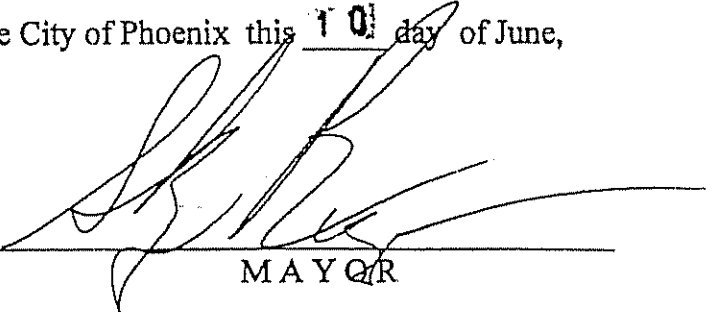
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as
follows:

SECTION 1. The City Manager is authorized to enter into an agreement
with the State of Arizona through the Arizona Department of Transportation ("ADOT")
to advance funds for the design and construction of a roadway to connect Pecos Road and
Interstate Ten in south Phoenix.

...

...

PASSED by the Council of the City of Phoenix this 10 day of June,
1998.


MAYOR

ATTEST:

Vicky Miel City Clerk

APPROVED AS TO FORM:

Michael D. Hene ACTING City Attorney

REVIEWED BY:

Frank Lautner City Manager

DLB::mh::ODMA\SOFTSOLA31\WATRES3833\0

DLB

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JUN 10 5 PM 2:29
CITY OF PHOENIX

19109



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

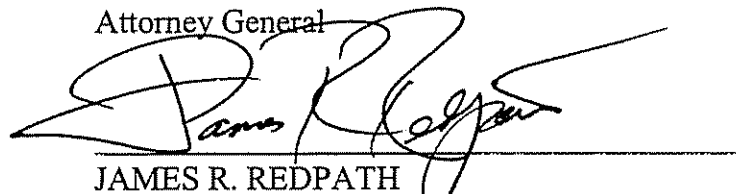
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2601TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 15, 2000.

JANET NAPOLITANO
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/616648

Enc.

EXHIBIT #1

SCHEDULE OF MAJOR EVENTS

<u>EVENT</u>	<u>DATE</u>
(1) IGA APPROVAL	MARCH 15, 2000
(2) DESIGN PLANS 95% COMPLETE	MARCH 31, 2000
(3) GAN ISSUANCE (FUNDS AVAILABLE)	JULY 14, 2000
(4) RW OBTAINED	OCTOBER, 2000
(5) DESIGN COMPLETED	SEPTEMBER, 2000
(6) PROJECT ADVERTISED	SEPTEMBER 15, 2000
(7) PROJECT BID	OCTOBER 31, 2000
(8) PROJECT AWARDED	NOVEMBER, 2000
(9) CONSTRUCTION STARTS	JANUARY, 2001
(10) COMPLETION	MAY 31, 2002